

March 14, 2013

Recording Requested By and
When Recorded Return to:

478334

RECEIVED
478334
DEPT. OF ENVIRONMENTAL QUALITY
WASTE PROGRAM

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTING ACCESS AND IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

This instrument is an Environmental Covenant executed by John Nearing and Gail Hayes^N (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of Pinhurst ("Holder") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015.

Property. This Environmental Covenant concerns a part of real property located in a portion of Section 5, Township 48 North, Range 2 East, Boise Meridian, in the City of Pinehurst, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is also known as Tax Lot G00000056800 as shown on Instrument No. 451488. The portion of the Property that is affected by this Environmental Covenant is legally described in the attached Exhibit A. Grantor hereby represents and warrants to the other signatories to this instrument that he/she is the sole owner of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

Reason for Activity and Use Limitations. Historic mining activity in the Coeur d'Alene Basin (hereinafter "Basin") has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to CERCLA, EPA and the Department have been implementing remedies throughout the Basin designed to protect human health and the environment. Certain aspects of these remedies are threatened by the potential for recontamination due to uncontrolled flooding. During these events, contaminated sediments from un-remediated areas may be deposited in already cleaned properties necessitating further remedial actions. This instrument is necessary because the EPA and/or the Department have implemented remedy protection measures on the Property which are intended to protect implemented remedies on the Property or other parcels of property in the vicinity. This instrument ensures EPA and the Department necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that have been implemented.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden

478334

Avenue, Coeur d'Alene 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Grantor and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Department:

- 1. Access.** A right of access is granted to the Department and EPA, their respective contractors and third parties authorized by them for the purpose of the remedy protection work, and as necessary to ensure continued maintenance and repair of the work, as described in Exhibit "C" together with all necessary fixtures and appurtenances "facilities" on, over, across and under the Property described in Exhibit "A" at the location shown on Exhibit "B". Holder, its contractors and third parties authorized by it shall have a perpetual right of access necessary to perform maintenance and repair of facilities constructed under this agreement.
- 2. Activity and Use Limitations.** By acceptance and recordation of this instrument, Grantor, and any successors in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, in a manner that will materially interfere with or adversely affect the integrity or protectiveness of the remedy protection measures taken on the Property and as described in Exhibit C, unless such use has been expressly approved in writing by the Department.

Grantor's Use of the Property. Except as provided herein, Grantor reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with the Department's, EPA's or the Holder's rights herein granted.

Duration, Amendment and/or Termination by Consent. This Environmental Covenant shall be perpetual and may only be amended or terminated pursuant to Idaho Code §§ 55-3009 and 3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new Holder is an amendment requiring consent.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Grantee by the Department in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

478334

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments



Grantor/ Property Owner

By: owner .

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 12 day of May, 2014, before me, a Notary Public in and for said State, personally appeared, John Nearing + Gail Haynes, known or identified to me to be the persons whose names ~~is~~^{are} subscribed to the within instrument, and acknowledged to me that ~~she~~^{they} executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for the State of Idaho
Residing at: Pinehurst, ID
My Commission Expires: 8/26/2016

Dated, May 12, 2014.



478334

J. Huber
Holder
By: Mayor, City of Pinehurst

STATE OF IDAHO)
COUNTY OF Shoshone)ss.

On this 25 day of July, 2014, before me, a Notary Public in and for said State, personally appeared Jay Huber, known or identified to me to be the Mayor of the City of Pinehurst, ID whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carla Ross
Notary Public for the State of Idaho
Residing at: Pinehurst, ID
My Commission Expires: 8/26/2016

Dated, July 25, 2014.



478334

IDEQ

By: Curt Fransen, Director

STATE OF IDAHO

)

)ss.

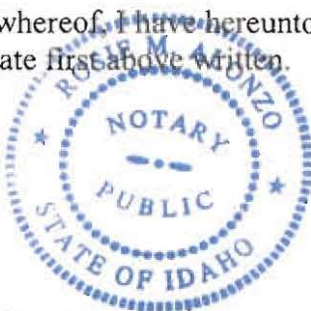
COUNTY OF

Ada

)

On this 24 day of July, 2014, before me, a Notary Public in and for said State, personally appeared, Curt Fransen, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rosie M. Alonzo

Notary Public for the State of Idaho

Residing at: Pampa, ID

My Commission Expires: 1/30/2015

Dated,

July 24

, 2014.



EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 10th day of July, 2014, before me, a Notary Public in and for said State, personally appeared, Richard Albright, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of
Washington Residing at:
Seattle, Washington
My Commission Expires: 10-1-2016

Dated, 10th July, 2014.

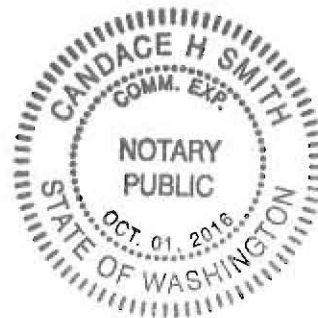




EXHIBIT A
LEGAL DESCRIPTION
FOR
An Environmental Covenant and Access Agreement for Construction and Maintenance
Purposes

All that real property being a portion of the Southwest Quarter (SW¼) of Section 5, Township 48 North, Range 2 East, B.M., in the City of Pinehurst, Shoshone County, Idaho, described as follows:

Beginning at a 5/8" rebar with a yellow plastic cap marked, "J. C. PFAHL PLS 4458", on the southeasterly right-of-way line of 'D' Street at Corner 11 of Gibson Townsite, First Addition (plat recorded as Instrument No. 149053 with the Shoshone County Recorder); said monument is shown on that Record-of-Survey map recorded as Instrument No. 458970;

1. thence along the southwesterly line of Lot 1, Block J of said Gibson Townsite, First Addition, South 58°23'35" East, 28.47 feet;
2. thence leaving said southwesterly line, South 32°54'26" West, 42.89 feet;
3. thence South 35°08'43" West, 44.09 feet;
4. thence South 79°05'58" West, 16.96 feet to the beginning of a non-tangent 90.00-foot radius curve to the left, from which a radial line bears South 45°04'34" East;
5. thence along said curve through a central angle of 64°54'46", an arc length of 101.96 feet (the chord bears South 12°28'03" West, 96.60 feet);
6. thence South 19°59'20" East, 22.81 feet to the southwesterly line of that parcel shown in detail on said Record-of-Survey Map (Tax Lot No. G00000056800);
7. thence along said southwesterly line, North 51°17'05" West, 30.61 feet;
8. thence South 50°46'25" West, 4.55 feet to the beginning of a non-tangent 110.00-foot radius curve to the right, from which a radial line bears North 70°41'44" East;
9. thence along said curve through a central angle of 61°41'22", an arc length of 118.44 feet (the chord bears North 11°32'25" East, 112.80 feet);
10. thence North 42°23'06" East, 25.08 feet to said southeasterly right-of-way line of 'D' Street;
11. thence along said southeasterly right-of-way line, North 50°46'25" East, 12.35 feet;
12. thence North 31°36'25" East, 62.03 feet to the **Point of Beginning**.

Contains 5,157 square feet (0.118 acres), more or less.

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011); distances shown are ground.

(Affects Tax Lot G00000056800)





Kenneth Fisher, P.L.S.

5/8/14

Date

Principal
108 West Idaho Avenue
Kellogg, Idaho 83837
(208) 786-1206
(208) 786-1209 (fax)

Offices also in:
Boise, ID
Helena, MT
Deer Lodge, MT
Las Vegas, NV

Corporate
121 South Jackson Street
Moscow, Idaho 83843
208-882-7858
208-883-3785 (fax)

478334

IN THE SW $\frac{1}{4}$ OF
SECTION 5,
T.48N., R.2E., B.M.
PINEHURST
SHOSHONE CO.
IDAHO

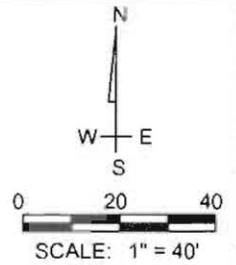
P.O.B.

FD. $\frac{5}{8}$ " IR W/YELLOW
CAP, "PFAHL PLS 4458"
AT CORNER 11 OF
GIBSON TOWNSITE,
FIRST ADDITION

GIBSON
TOWNSITE,
FIRST
ADDITION
INST. #149053

BLOCK J
LOT 1

G035000J001A



GIBSON
TOWNSITE
INST. #104306

BLOCK D

N50°46'25"E
12.35'
N42°23'06"E
25.08'

D' STREET

G00000056800
INST. #451488
NEARING

RECORD OF SURVEY
INST. #458970

G00000056775
140 DEEDS 623
WHITE

AREA OF ENVIRONMENTAL COVENANT &
ACCESS AGREEMENT FOR CONSTRUCTION
AND MAINTENANCE PURPOSES = 5,157 SQ.FT.

MAPLE STREET

R=110.00' L=118.44'
CB=N11°32'25"E
CL=112.80'
 $\Delta=61°41'22"$

R=90.00' L=101.96'
CB=S12°28'03"W
CL=96.60'
 $\Delta=64°54'46"$

N70°41'44"E (R)

S50°46'25"W
4.55'

N51°17'05"W
30.61'

S19°59'20"E
22.81'

S58°23'35"E 62.03'
28.47'
N31°36'25"E 62.03'
42.89'
S32°54'26"W
44.09'
S35°08'43"W

NOTES

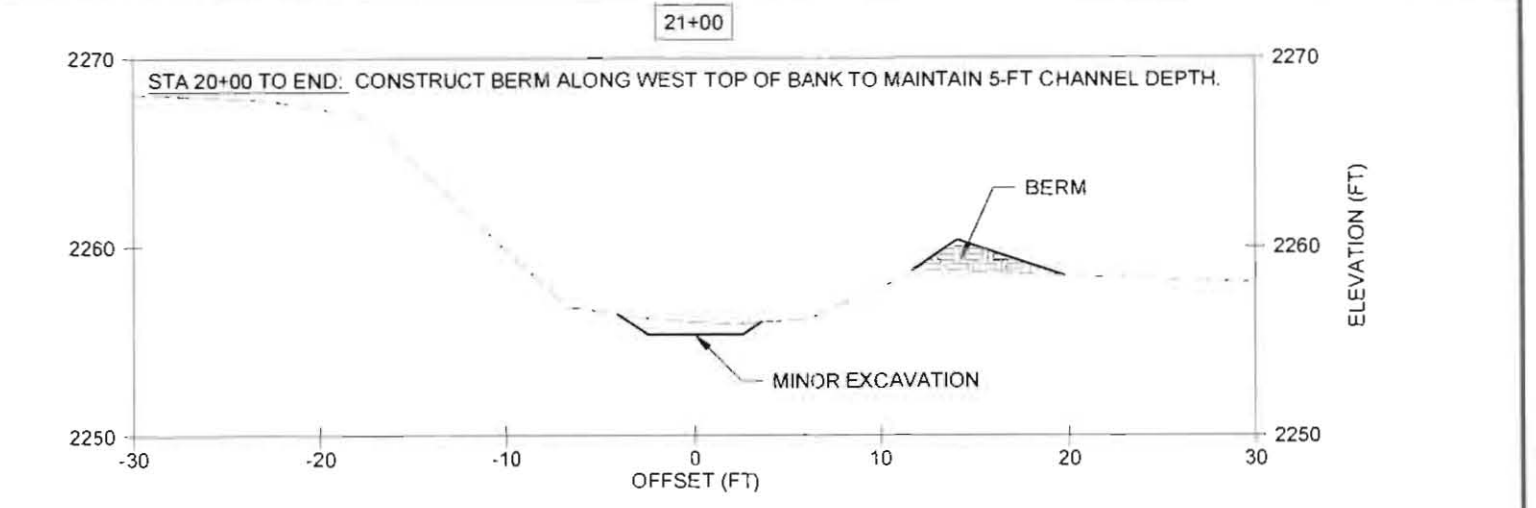
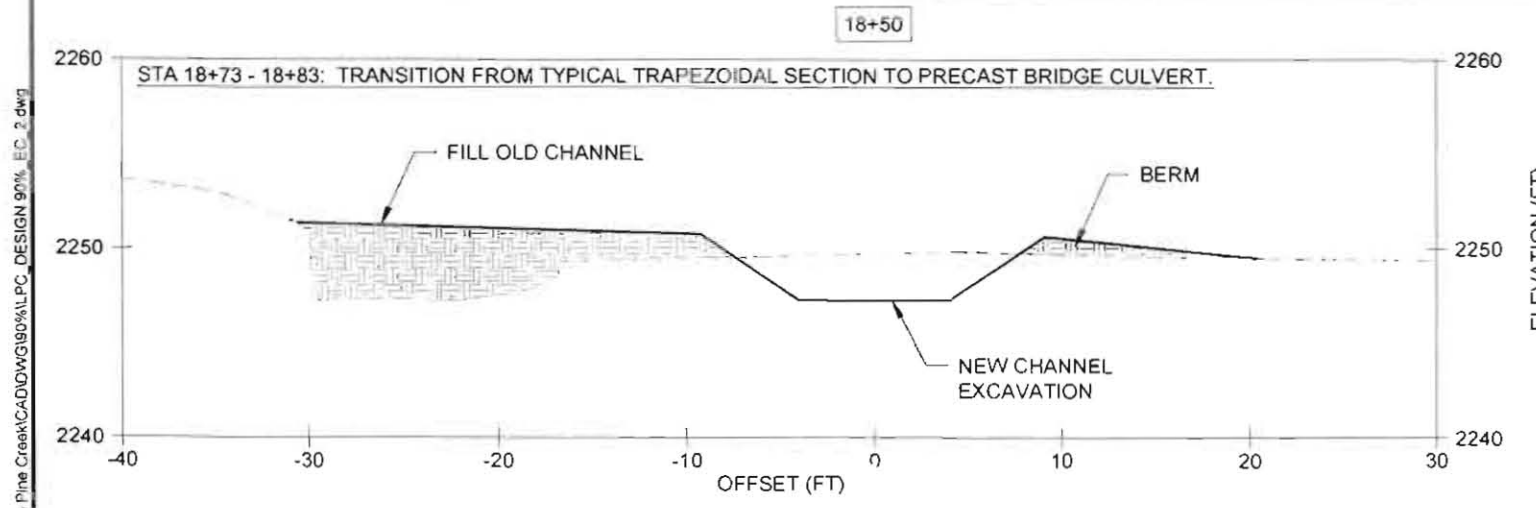
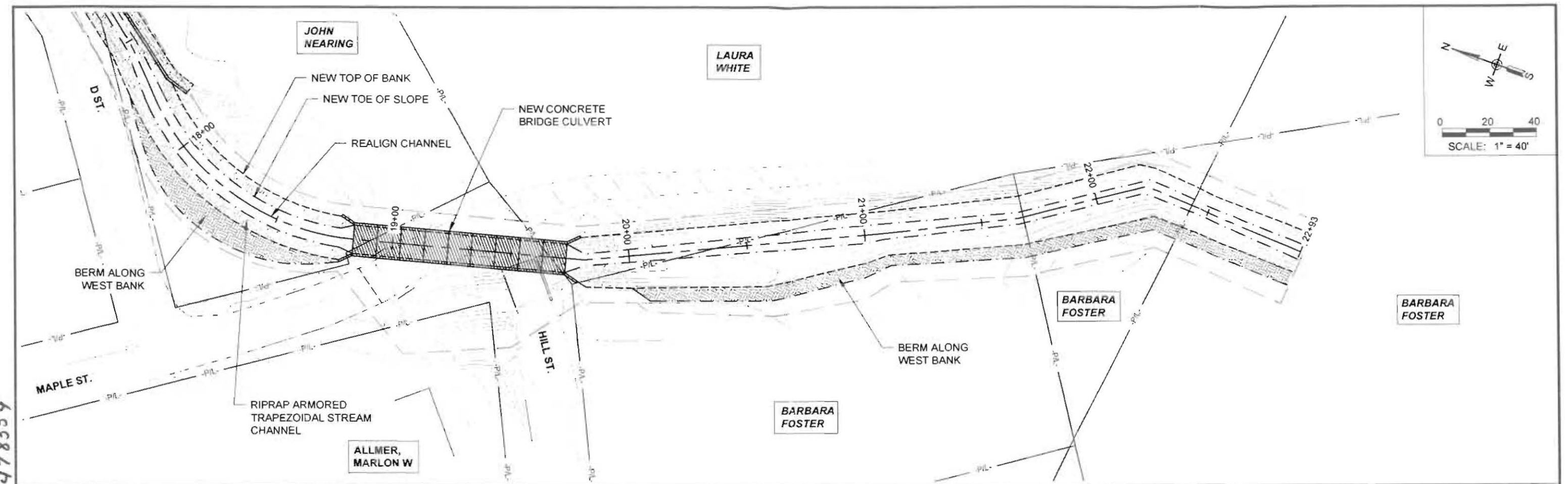
THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A., I.D.E.Q., AND THE CITY OF PINEHURST FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF LITTLE PINE CREEK FOR REMEDY PROTECTION PURPOSES. THE LOT AND BLOCK CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. BEARINGS SHOWN ARE NAD83 (2011) GRID; DISTANCES SHOWN ARE GROUND.



DRAWN BY: KF
PROJECT NO: 13031-05-02
DATE: 2/25/2014

EXHIBIT B
ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE PURPOSES

478334



LEGEND

—P/L—
SHOSHONE COUNTY ASSESSOR
PROPERTY LINES

ENVIRONMENTAL COVENANT &
ALLOWABLE ACCESS BOUNDARY LINES

NO.	DATE	REVISIONS	BY	CHK	DATE	X

DRAWN:	T. KITCHEN	COORDINATE SYSTEM:	NAD83, ISP, WEST ZONE, US FT
ENGINEER:	S. BROWN	SCALE:	AS NOTED
CHECKED:	M. CULPO	APPROVED:	D. FORSETH
DATE:		DATE:	



**LITTLE PINE CREEK
REMEDY PROTECTION**

**EXHIBIT C:
SOUTH REACH
SECTION 4**

SHEET NAME:	EC7
DATE:	5/5/2014
PROJECT NO.:	13031-05-02-02
ENVIRONMENTAL COVENANTS	

478334

Instrument # 478334

WALLACE, SHOSHONE COUNTY, IDAHO

8-15-2014 10:58:00 No. of Pages: 18

Recorded for : TERRAGRAPHICS ENVIRON. ENG.

PEGGY DELANGE-WHITE Fee: 37.00

EX-Officio Recorder Deputy SCOTT

Index to: ENVIRONMENTAL COVENANT

2014 AUG 15 AM 10 58